

**STATE OF UTAH**  
**STATEWIDE CONTRACT AR1482**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

SNC Telecommunications, LLC  
Name

6927 Old Seward Hwy, Suite 203  
Address

Anchorage AK 99515  
City State Zip

Federal Tax ID# 92-0167928 Vendor # 94841A Commodity Codes: 20464, 20621, 20623

Vendor Contact Person: Glenn Mushett Vendor Phone #: (866) 349-7158

Vendor Fax #: (907) 359-7015 Vendor email address: gmushett@sncetel.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:  
Data Communications Equipment and Associated OEM Maintenance & Training.
3. **CONTRACT PERIOD:** Effective date June 7, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: Renewable for one or two year terms up to four additional years.
4. **PRICING AS PER ATTACHMENT A (Addendum 1)**  
PAYMENT TERMS: Net 30  
DAYS REQUIRED FOR DELIVERY: 30 days  
MINIMUM ORDER: N/A  
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid
5. **ATTACHMENT A:** Addendum 1  
**ATTACHMENT B:** WSCA Standard Terms and Conditions  
**ATTACHMENT C:** Price Section and Scope of Work  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, and regulations applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, RFP LW1907, and CONTRACTOR'S proposal response to RFP LW1907 dated 07-17-01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
Douglas G. Richins  
Director, Division of Purchasing

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A ADDENDUM 1**

This Addendum serves to clarify terms and conditions of the contract between the State of Utah, referred to as STATE, and SNC Telecommunication, LLC, referred to as Contractor. The State of Utah is acting as the Lead State for the procurement process resulting in **WSCA Contracts for Data Communications Equipment, associated OEM Maintenance and Training**.

### **A. Manufacturer Product Line(s)**

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: N/A

Switches: N/A

LAN/WAN Wireless: N/A

CSU/DSU: Kentrox

\*Note: Kentrox, LLC acquired ADC. All references to ADC in the Response to the bid are now identified as Kentrox, LLC.

### **B. State of Utah/WSCA Contract Manager**

Lois Wiesemann  
State of Utah  
Division of Purchasing and General Services  
State Office Building, Capitol Hill  
Room 3150  
Salt Lake City, UT 84114-1061

email: loisw@utah.gov  
Voice: (801) 538-3144  
Fax: (801) 538-3882

### **C. Remittance Address**

SNC Telecommunication, LLC  
6927 Old Seward Hwy, Suite 203  
Anchorage AK 99515

### **D. Special Terms and Conditions**

The parties agree to amend the terms and conditions as follows:

1. Order of Precedence

The order of precedence for the contract terms will be as follows:

1. Addendum 1
2. WSCA Terms and Conditions
3. Contractor's Proposal Response to RFP LW1907
4. RFP LW1907

2. Included Documents

The documents listed in Number 1 are included in the contract. It is agreed that any reference to the “Entire Agreement” includes these documents.

3. Public Information

The contract, including the price lists and the Response to the RFP, will be considered public documents and will be subject to government records policies in each state. The Contractor gives the STATE express permission to make copies of the information specified to provide to other STATE government entities that may use the contract, and to the public, in accordance with general STATE policies, including copies of said information that may be identified as confidential, proprietary, or copyrighted.

4. Arbitration

The STATE will not accept mandatory, binding arbitration. If there are any references to binding arbitration in the Contractor’s Response to the RFP, they will be null and void. The parties may agree, on a case by case basis, to voluntary arbitration to resolve contract issues.

5. Contract Period

The contract period, including renewal options, is listed on the STATE OF UTAH - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be null and void.

6. Governing Law

This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the State of Utah. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity’s State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity’s State.

7. Revisions to the WSCA Standard Terms and Conditions

The WSCA Standard Terms and Conditions will be revised as follows:

A. There are no changes to the WSCA Standard Terms and Conditions.

8. Revisions to Contractor’s Response to the RFP

Note: The changes below may be listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.

The Contractor’s Response to the RFP will be revised as follows:

A. In the SNCC Support Agreement, the GENERAL Clause (located on Page 23 and may be identified in other sections of the Response to the RFP), will be revised as follows:

Delete the first sentence which reads: “SNCC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THE PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT.”

B. In the SNCC Support Agreement, the General Clause, second paragraph, second sentence (located on Page 23 and may be identified in other sections of the Response to the RFP) will be revised as follows:

Any terms and conditions in any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to or are inconsistent with the terms and conditions of this Agreement shall not become a part of this Agreement and shall not be binding on SNC, unless added to the contract in writing and approved by both parties.

C. Any inconsistencies between the Contractor's Response to the RFP, including the SNCC Support Agreement, and other terms in the contract will be resolved by the order of precedence listed in Addendum 1, D.1. The governing laws and the entire agreement clause will be governed by Addendum 1, D.6. and D.2. respectively.

9. State of Utah Only Requirement

Attachment C from the RFP will apply to the State of Utah only. This term is as follows:

**E-PROCUREMENT:** The State of Utah has awarded an e-procurement system contract that has a transaction fee of 1% per order with a ceiling of \$500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful vendor must agree to terms as described in the following subparagraphs:

a. The Contractor must agree to integrate its catalog of products/services into the e-procurement system. Once implemented, the Contractor must pay the transaction fees for orders placed against the contract. In the event, the Contractor fails to make payments, the State may: (i) eliminate the Contractor from the system in accordance with an escalation and review process developed by the State and its e-procurement vendor and (ii) terminate the State contract and award the contract to the next acceptable bidder.

b. At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

**E. Contractor Requirements**

1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors.

2. Serving Subcontractors  
If using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the contract. The authorized procuring agency has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.
3. WSCA Administration Fee  
The contractor must pay a WSCA administration fee of one tenth of one percent (.10%) in accordance with the terms and conditions of the contract. The WSCA administration fee is not negotiable.
4. Usage Reporting Requirement  
Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 30, July 31, October 31 and January 31. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.
5. Change in Contractor Representatives  
The State of Utah/WSCA reserves the right to require a change(s) in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its needs adequately.
6. Website Development and Maintenance  
Contractor must maintain said website and keep the information current and correct on a timely basis.
7. Rollout and Marketing  
Contractor may conduct a marketing effort as described in Contractor's proposal.
8. Right to Publish  
Contractor must secure prior approval from the contract manager for permission to release any information that pertains to the potential work or activities relating to this contract. Failure to adhere to this requirement may result in termination of the contract for cause.
9. Contractor's Scope of Equipment and Services  
Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section E may result in contract termination for cause.
10. E-Rate Requirement  
Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.

11. Freight Terms of Sale F.O.B. Destination, Freight Prepaid

Contractor will ship all products F.O.B. destination, freight included in the product price. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Contractor is responsible for the pick-up of returned equipment.

12. Price Guarantee Period

Percentage discount depth from list is not subject to a “price increase request” that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturers current published list price schedule(s).

Maintenance and any training related costs are guaranteed for two years.

13. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

14. Maintenance of Current Price List with Discount(s) Applied

Manufacturer’s price list(s) must be tailored for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the contractor on an Internet website hosted by the contractor, at no additional charge(s) to the State of Utah or WSCA. This website will be listed as a link from the WSCA website.

## **F. Contract Scope of Equipment and Related Services**

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described below may result in contract termination for cause.

The information listed below is shown in Attachment C:

(Note: The Manufacturers Pricing will change during the contract period; however the discounts will not change.)

1. Discounts of Manufacturers Price List
  - a. Pricing Discounts
  - b. Discount Structures Based on Volume (per order or progressive cumulative volume)
  - c. WSCA Member-State coverage
2. Resolution of Customer Problems
3. Escalation Procedures
4. Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement Parts)

**ATTACHMENT B**  
**Standard Contract Terms and Conditions**  
**Western States Contracting Alliance (WSCA)**

**1. PARTICIPANTS:** Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive.

**2. DEFINITIONS:**

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

**3. QUANTITY ESTIMATES:** Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

**4. SPECIFICATIONS:** Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says "no substitute." Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

**5. ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS:** The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

**6. SAMPLES:** Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

**7. CASH DISCOUNT TERMS:** Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**8. TAXES:** Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

**9. MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS:** Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

**10. PATENTS, COPYRIGHTS, ETC:** The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

**11. AWARD:** Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an invitation to bid will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.



**12. NON-COLLUSION:** By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

**13. TERMINATION:** Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

**14. DEFAULT AND REMEDIES:**

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
- (3) Impose liquidated damages, as specified in the solicitation or contract;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

**15. LAWS AND REGULATIONS:** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**16. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

**17. REPORTS:** The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

**18. HOLD HARMLESS:** The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

**19. ORDER NUMBERS:** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**20. GOVERNING LAW AND VENUE:** This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

**21. DELIVERY:** The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

**22. WARRANTY:** As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used,

(4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the CONTRACTOR'S skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned. Remedies available to the PURCHASING ENTITY include the following: the CONTRACTOR will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

**23. AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

**24. ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

**25. NONDISCRIMINATION:** The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

**26. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**27. INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

**28. PAYMENT:** Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

**29. FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**30. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**31. FIRM PRICE:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

**32. EXTENSION OF PRICES:** In the case of error in the extension of prices in the proposal, the unit prices will govern.

**33. PROPOSAL PREPARATION COSTS:** WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

**34. CERTIFICATION REGARDING CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

**35. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

**36. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**37. E-RATE COMPLIANCE:** Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, and

in accordance with any State and local government E-rate related requirement(s) of the authorized procuring agency.

**38. CERTIFICATION REGARDING DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

**39. RECORDS ADMINISTRATION:** The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**40. AUDIT OF RECORDS:** The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**41. PRICES AS CEILING:** Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

**42. STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:** Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their intent to enter into a price agreement and, except where Attachment A or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment A of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

**Revision Date: April 2001**

## ATTACHMENT C

SNC Telecommunication, LLC

Price Section and Scope of Work

## **PRICE LIST AND SCOPE OF WORK**

### **Sections for the Scope of Work**

- **Price List** [\[Price List Link\]](#)
- **Service calls**
- **Escalation**
- **Warranty**
- **Installation Contact Information**
- **Training – AAC/CellSMART 200 ATM**
- **Training – ServicePoint System**
- **Technical Training – Configuration & Troubleshooting**
- **Training – DSU/CSU**
- **Critical Care Support Agreements Cities and Locations**

State of Utah  
**Statewide Contract AR1482**

**Service Calls Contact Information**

**Points of Contacts**

**From 8:00 AM – 5:00 PM (Alaska Time), Monday-Friday**

SNC Telecommunication, LLC  
6927 Old Seward Hwy., Suite 203  
Anchorage, AK 99518  
1-866-349-7158 (Toll Free)  
1-907-349-7158 (Direct)  
1-907-349-7015 (Fax)  
[ljohnson@snetel.com](mailto:ljohnson@snetel.com)

**After Hours and Holidays**

Telephone assistance is available from Kentrox Technical Assistance Center twenty-four (24) hours/day, seven (7) days/week and a qualified support technician will be available within one (1) hour from the time they log your call. The Kentrox Technical Support Number is 1-800-733-5511, option 3.

***Rates***

- ❑ The hourly rates for services are indicated at a per trouble call basis and are as follows:
- ❑ \$250.00/per hour—from 8:00 AM – 5:00 PM (Alaska Time), Monday-Friday
- ❑ \$300.00/per hour—after hours and holidays
- ❑ Four (4) hour minimum charge
- ❑ Any parts used during on-site support calls are invoiced at current list price, unless such charges are covered by an active maintenance agreement.
- ❑ Expenses incurred, which will be invoiced with support documentation.
  - Airfare
  - Hotel/Motel
  - Meals
  - Car Rental/Ground Transportation
  - Mileage at a rate of \$0.30/per mile



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## SNC Telecommunication, LLC

### Problem Resolution and Escalation Procedures

**Customer Name:** State of Utah, Statewide Contract AR1482 applies

#### Problem Resolution

SNC Telecommunication, LLC Costumer Service Center

8:00 AM to 5:00 PM Weekdays

**(907) 349-7158**

**ESCALATION:** for any reason,  
7 days a week, 24 hours a day:

Customer may request escalation to Manager on duty  
or at Emergency Contacts on page two (2)

**(907) 349-7158**

SNC Telecommunication, LLC Service Center

#### REQUEST ESCALATION

Please provide the **SNC Telecommunication, LLC** with symptoms of the problem: Include date and time, and identify equipment.

List equipment Part Number and Equipment Description Below:

<u>Part Number</u>	<u>(Eq. Description)</u>
_____	_____
_____	_____

# SNC Telecommunication, LLC

## EMERGENCY ESCALATION CONTACTS

After 6:00 PM to 7:AM ADT/AST Monday through Friday

**24 hours Weekends and Holidays**

## **Primary Contacts**

Lisa Johnson

Home: 907-562-5325

Work: 907-349-7158

**Cell: 907-830-8642**

Glenn A. Mushett

Home: 907-344-5585

Work: 907-349-7731

**Cell: 907-301-0062**

## **Emergency Contact**

Jackie Lythgoe

Work: 907-349-7059

**Cell: 907-301-0084**

Home: 907-345-7158

**State of Utah  
Statewide Contract AR1482**

**Warranty Contact Information**

**Points of Contacts**

**From 8:00 AM – 5:00 PM (Alaska Time), Monday-Friday**

SNC Telecommunication, LLC  
6927 Old Seward Hwy., Suite 203  
Anchorage, AK 99518  
1-866-349-7158 (Toll Free)  
1-907-349-7158 (Direct)  
1-907-349-7015 (Fax)  
[ljohnson@sntel.com](mailto:ljohnson@sntel.com)

**After Hours and Holidays**

Telephone assistance is available from Kentrox Installation Support Center from 8:00 AM – 5:00 (Pacific Time), Monday through Friday. The Kentrox Installation Support Center number is 1-800-733-5511, option 3.

**Hardware Repair**

Defective product must be returned to Kentrox for repair but the customer must first call SNC Telecommunication, LLC. In-warranty repair is provided at no cost, per standard warranty policy terms and conditions. Out-of-warranty repairs will be provided at Kentrox' standard factory repair rates in effect at the time the factory receives the defective product.

**Software Maintenance**

Kentrox will provide a Software Subscription Service ("bug fix") during the term of warranty. The customer assumes responsibility for installation of all such "fixes". New "features" are priced separately.

## *Product Warranty Periods*

### Hardware

<u>COVERED PRODUCTS</u>	<u>WARRANTY PERIOD</u>
<b><u>CSU Products</u></b>	
CrossPATH	Five (5) Years
E-SMART	Five (5) Years
M-PATH	Five (5) Years
Satellite 9xx	Five (5) Years
T-SERV	Five (5) Years
T-SMART	Five (5) Years
<b><u>DSU Products</u></b>	
CrossPATH	Five (5) Years
D-SERV	Five (5) Years
DataSMART	Five (5) Years
Satellite 6xx	Five (5) Years
<b><u>NT1 1010 ISDN Products</u></b>	
Purchased on or after October 31, 1996	Five (5) Years
<b><u>SDU Products</u></b>	
ServicePoint	Five (5) Years
<b><u>System Products</u></b>	
AAC	Two (2) Years
CellSMART	Two (2) Years
<b><u>Non-Kentrox Hardware</u></b>	Supplier's Warranty Period

### Software

<u>COVERED PRODUCTS</u>	<u>WARRANTY PERIOD</u>
Kentrox Software	Ninety (90) Days
Non-Kentrox Software	Supplier's Warranty Period

**State of Utah  
Statewide Contract AR1482**

**Installation Contact Information**

**Points of Contacts**

**From 8:00 AM – 5:00 PM (Alaska Time), Monday-Friday**

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[ljohnson@sntel.com](mailto:ljohnson@sntel.com)

**After Hours and Holidays**

Telephone assistance is available from Kentrox Installation Support Center from 8:00 AM – 5:00 (Pacific Time), Monday through Friday. The Kentrox Installation Support Center number is 1-800-733-5511, option 5.

***Rates***

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- ❑ Any parts used during on-site support calls are invoiced at current list price, unless such charges are covered by an active maintenance agreement.
- ❑ Expenses incurred, which will be invoiced with support documentation.
  - Airfare
  - Hotel/Motel
  - Meals
  - Car Rental/Ground Transportation
  - Mileage at a rate of \$0.30/per mile

# Technical Training Calendar

## AAC/CellSMART 200 ATM Access Concentrator & AAC ATM Managed Services

2002 Dates	Level I		Level II	
	Managed Services	Location		
March	03/18 – 03/19 (M, T)	03/20 – 03/21 (W, Th)	03/23 (F)	Hillsboro, OR
May	05/13 - 05/14 (M, T)	05/15 - 05/16 (W, Th)	05/17 (F)	Hillsboro, OR
July	07/15 – 07/16 (M, T)	07/17– 07/18 (W, Th)	07/19 (F)	Hillsboro, OR
September	09/16 – 09/17 (M, T)	09/18– 09/19 (W, Th)	09/20 (F)	Hillsboro, OR
November	11/04– 11/05 (M, T)	11/06– 11/07 (W, Th)	11/08 (F)	Hillsboro, OR

### AAC/CellSMART 200 ATM Access Concentrator Level I - Installation and Set-up

**Description:** Short technology overview followed by discussion of system architecture, user interface and common applications. Hands-on exercises.

**Prerequisites:** Familiarity with data communications strongly recommended.

**Cost:** \$895\* per participant      **Duration:** 2 days      **Location:** Hillsboro, OR  
\*Plus State Tax (unless tax exempt)

### AAC/CellSMART 200 ATM Access Concentrator Level II - System Maintenance

**Description:** Course addresses configuration, support, diagnostics and troubleshooting of the installed system. Instructor-led labs and hands-on exercises support the lecture portions of the training.

**Prerequisites:** Completion of AAC, Level I course required; familiarity with ATM, Frame Relay, and TCP/IP addressing strongly recommended.

**Cost:** \$1095\* per participant      **Duration:** 2 day      **Location:** Hillsboro, OR  
\*Plus State Tax (unless tax exempt)

## AAC/CellSMART 200 ATM Access Concentrator

### Level I and II *Combined*

**Description:** Combined content of Level I and Level II at an attractive price. The course is heavily lab-based and covers basic and specific troubleshooting techniques.

**Prerequisites:** Familiarity with data communications applications and terminology as well as ATM, Frame Relay, and TCP/IP addressing strongly recommended.

**Cost:** \$1695\* per participant    **Duration:** 4 days    **Location:** Hillsboro, OR  
\*Plus State Tax (unless tax exempt)



## IART 200 ATM Access Concentrator & AAC ATM Managed Services

2002 Dates		Level I		Level II
	Managed Services	Location		
March	03/18 – 03/19 (M, T)	03/20 – 03/21 (W, Th)	03/23 (F)	Hillsboro, OR
May	05/13 - 05/14 (M, T)	05/15 - 05/16 (W, Th)	05/17 (F)	Hillsboro, OR
July	07/15 – 07/16 (M, T)	07/17– 07/18 (W, Th)	07/19 (F)	Hillsboro, OR
September	09/16 – 09/17 (M, T)	09/18– 09/19 (W, Th)	09/20 (F)	Hillsboro, OR
November	11/04– 11/05 (M, T)	11/06– 11/07 (W, Th)	11/08 (F)	Hillsboro, OR

### AAC ATM Managed Services

**Description:** Course addresses configuration, support, diagnostics and troubleshooting of the Visual UpTime capable AAC system. Instructor-led labs and hands-on exercises support the lecture portions of the training.

**Prerequisites:** Completion of AAC, Levels I & II course required

**Cost:** \$595\* per participant  
Hillsboro, OR

**Duration:** 1 day

**Location:**

\*Plus State Tax (unless tax exempt)



# AAC/CellSMART 200 & AAC ATM

## Managed Services *Combined*

**Description:** Combination of Level I, Level II and AAC Visual Training. The course is heavily lab-based and covers basic and specific troubleshooting techniques of the AAC and Visual UpTime system.

**Prerequisites:** Familiarity with data communications applications and terminology as well as ATM, Frame Relay, and TCP/IP addressing strongly recommended.

**Cost:** \$1995\* per participant      **Duration:** 5 days      **Location:** Hillsboro, OR  
\*Plus State Tax (unless tax exempt)

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# Technical Training Calendar

2002 Dates		Level I	
Level II			Location
April	04/16 – 04/17 (T, W)	04/18 – 04/19 (Th, F)	Hillsboro, OR
June	06/11 – 06/12 (T, W )	06/13 – 06/14 (Th, F)	Hillsboro, OR
July	07/23 – 07/24 (T, W)	07/25 – 07/26 (Th, F)	Hillsboro, OR
August	08/20 – 08/21 (T, W)	08/22 – 08/23 (Th, F)	Hillsboro, OR
September	09/24 – 09/25 (T, W)	09/26 – 09/27 (Th, F)	Hillsboro, OR

## ServicePoint – Level I

**Description:** This session opens with a pre-course technology review quiz, question and answer session, and white board discussion of same. Session continues with a product overview, hardware installation and configuration review and labs, network performance analysis, and T1 troubleshooting labs.

**Prerequisites:** Familiarity with network design, data communications, TCP/IP and WAN protocols strongly recommended.

**Cost:** \$895\* per participant      **Duration:** 2 days      **Location:** Hillsboro, Oregon

\*Plus State Tax (unless tax exempt)

## ServicePoint – Level II

**Description:** This session moves the students into the world of ServicePoint Manager, the software management system specifically designed for use in the ServicePoint network. ServicePoint-specific technologies, as they apply to application monitoring and policy-based management, are presented. Hands-on labs provide everything the user will need to create and troubleshoot a fully functional ServicePoint network. In addition, numerous exercises using ServicePoint Manager for in-depth trending analysis is subsequent implementation on policy-based management is provided.

**Prerequisites:** Completion of ServicePoint Level I, and familiarity with network design, data communications, TCP/IP and WAN protocols strongly recommended.

**Cost:** \$1095\* per participant      **Duration:** 2 days      **Location:** Hillsboro, Oregon

\*Plus State Tax (unless tax exempt)

## ServicePoint – Level I & II combined

**Description:** Combined content of ServicePoint Level I & II at an attractive price. This course is lab-based and covers basic and specific aspects of ServicePoint.

**Prerequisites:** Familiarity with network design, data communications, TCP/IP and WAN protocols strongly recommended.

**Cost:** \$1695\* per participant

**Duration:** 4 days

**Location:** Hillsboro, Oregon

\*Plus State Tax (unless tax exempt)

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# CrossPATH IIe

## Configuration, & Troubleshooting Technical Training Calendar

2002 Dates		
DSU/CSU		Location
April	04/05 (F)	Hillsboro, OR
June	06/07 (F)	Hillsboro, OR
August	08/09 (F)	Hillsboro, OR
October	10/11 (F)	Hillsboro, OR

## CrossPATH IIe

**Description:** This one-day course offers the participants a detailed look inside the features and functions of the Kentrox CrossPATH IIe. The class begins with an overview of cell site technology and the features and applications for the CrossPATH IIe. The remainder of the day moves into instructor-led classroom lecture and extensive hands-on labs for installation, configuration, management techniques and troubleshooting of T1 network problems using the CrossPATH IIe. The class includes reinforcement quizzes and a final practice lab.

**Prerequisites:** Familiarity with telecommunication terms and acronyms recommended.

**Cost:** \$395\* per participant

**Duration:** 1 day

**Location:** Hillsboro, Oregon

\*Plus State Tax (unless tax exempt)

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# DSU/CSU

## Installation, Configuration, & Troubleshooting Technical Training Calendar

2002 Dates		
DSU/CSU		Location
April	04/03 – 04/04 (W, Th)	Hillsboro, OR
June	06/05 – 06/06 (W, Th)	Hillsboro, OR
August	08/07 – 08/08 (W, Th)	Hillsboro, OR
October	10/09– 10/10 (W, Th)	Hillsboro, OR

### DSU/CSU Training

**Description:** This two-day course offers the participants a detailed look inside the features and functions of the various Kentrox DSU/CSU products. Day One begins with an overview of CSUs and DSU/CSUs, a review of T1 network technology, and an examination of the various Kentrox T1 CSU and DSU/CSU products. The remainder of the course moves into instructor-led classroom lecture and extensive hands-on labs for installation, configuration, management techniques, and troubleshooting of T1 network problems using various Kentrox DSU/CSU platforms. Includes reinforcement quizzes and a final practical lab.

**Prerequisites:** Familiarity with telecommunication terms and acronyms recommended.

**Cost:** \$695\* per participant  
Oregon

\*Plus State Tax (unless tax exempt)

**Duration:** 2 days **Location:** Hillsboro,

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Critical Care Support Agreements are available in the following cities:

City	State	Country	City	State	Country
Edmonton	AB	Canada	Lansing	MI	US
Vancouver	BC	Canada	Minneapolis	MN	US
Winnipeg	MB	Canada	St. Louis	MO	US
Fredericton	NB	Canada	Jackson	MS	US
St. John's	NB	Canada	Charlotte	NC	US
Halifax	NS	Canada	Raleigh	NC	US
London	ON	Canada	Newark	NJ	US
Ottawa	ON	Canada	Albuquerque	NM	US
Toronto	ON	Canada	Albany	NY	US
Montreal	PQ	Canada	New York	NY	US
Quebec	PQ	Canada	Rochester	NY	US
Regina	SK	Canada	Cincinnati	OH	US
Montgomery	AL	US	Cleveland	OH	US
Phoenix	AZ	US	Columbus	OH	US
Los Angeles	CA	US	Dayton	OH	US
San Diego	CA	US	Portland	OR	US
San Francisco	CA	US	Philadelphia	PA	US
San Jose	CA	US	Pittsburgh	PA	US
Denver	CO	US	Columbia	SC	US
Hartford	CT	US	Memphis	TN	US
Middlebury	CT	US	Nashville	TN	US
Washington	DC	US	Austin	TX	US
Jacksonville	FL	US	Dallas	TX	US
Miami	FL	US	Houston	TX	US
Orlando	FL	US	San Antonio	TX	US
Tampa	FL	US	Salt Lake City	UT	US
Atlanta	GA	US	Richmond	VA	US
Chicago	IL	US	Seattle	WA	US
Kansas City	KS	US	Milwaukee	WI	US
Frankfort	KY	US			
New Orleans	LA	US			
Boston	MA	US			
Worcester	MA	US			
Baltimore	MD	US			
Bay City	MI	US			
Detroit	MI	US			
Grand Rapids	MI	US			
Kalamazoo	MI	US			

For additional cities where Critical is available, please contact Support Services at 800-733-5511, Option 5.